

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

IN RE JOHNSON & JOHNSON

TALCUM POWDER PRODUCTS

MARKETING, SALES PRACTICES,

AND PRODUCTS LIABILITY

LITIGATION

MDL NO. 16-2738 (FLW) (LHG)

**SUPPLEMENT TO THE JANUARY 31, 2018 AGREED ORDER AND
STIPULATION REGARDING THE JOHNSON & JOHNSON
DEFENDANTS' PRODUCTION OF TALCUM POWDER
PRODUCTS AND TALC SAMPLES**

WHEREAS, on October 18, 2019, Lot #22318RB of Johnson's® Baby Powder was voluntarily recalled ("Recall");

WHEREAS, the J&J defendants have identified samples of Johnson's® Baby Powder and milled talc relating to the voluntary Recall that have been retained in the ordinary course of business and have represented that portions of such samples are being tested in accordance with ordinary business practices following a product recall ("Recall Investigation");

WHEREAS, any remaining portions of such samples¹ (“Recall Samples”) should be handled pursuant to the January 31, 2018 Agreed Order and Stipulation Regarding the Johnson & Johnson Defendants’ Production of Talcum Powder Products and Talc Samples (“Agreed Order”);²

IT IS THEREFORE ORDERED AS FOLLOWS:

1. The J&J defendants shall notify plaintiffs if they determine that testing in connection with the Recall Investigation would deplete any sample being tested such that additional material would not be available to plaintiffs for testing, at which time the parties shall promptly meet and confer to discuss an appropriate manner for handling, and raise any disputed issues with this Court;

2. The J&J defendants shall provide this Court with an inventory of Recall Samples in their possession, custody and control (“Recall Inventory”) within ten (10) days of completing the testing portion of the Recall Investigation;

3. The Recall Inventory to be filed with this Court shall supplement the inventories of historical Talcum Powder Product samples filed with the Agreed Order, and the samples listed on the Recall Inventory shall be subject to the representations, qualifications, provisions and conditions of the Agreed Order, except as to scheduling provisions and as otherwise stated herein;

¹ Excluding 10 grams that must be retained pursuant to legal requirements.

² All terms used herein shall have the same meaning as defined in the Agreed Order.

4. All Recall Samples shall be delivered to the Laboratory within ten (10) days of the submission of the Recall Inventory;

5. The J&J defendants shall provide plaintiffs with an inventory of Johnson's® Baby Powder from Lot #22318RB that has been returned in connection with the voluntary Recall ("Return Samples");

6. A preliminary inventory of Return Samples will be provided within thirty (30) days of the entry of this Supplement to the Agreed Order and supplemented periodically as additional bottles of Johnson's® Baby Powder from Lot #22318RB are returned;

7. The parties shall meet and confer to discuss whether Return Samples will be divided for testing, and if so, an appropriate protocol for the selection of such samples. Any disputed issues with respect to the Return Samples shall be raised with this Court; and

8. If the parties agree to divide Return Samples, they shall be handled pursuant to the Agreed Order.

SO ORDERED, this 1st day of November, 2019.

/s/ Joel A. Pisano

Joel A. Pisano, U.S.D.J. (Ret.)
Special Master